

DRAFT - DISCUSSION PURPOSES ONLY

a. Feed and Supplies. ISF shall purchase and deliver to the Facilities all feed, grain, proteins, minerals, vitamins and medications (collectively, "Supplies"), required for ISF's hogs under ISF's strict management and feeding program. ISF shall also provide any necessary mixing, grinding or other processing of Supplies. All Supplies shall at all times remain the property of ISF and any Supplies remaining after ISF's hogs have been marketed or at the termination of this Agreement may be picked up by ISF.

b. Other Duties. ISF shall provide transportation of ISF's hogs to and from the Facilities and shall pay the cost of reasonable veterinary service and medications. ISF will perform all marketing functions involving ISF's hogs.

c. Technical Advice. ISF's Production Supervisor shall make periodic visits to the Facilities to give advice and assistance to Grower and to inspect Grower's records supporting the care and feeding of ISF's hogs. Grower shall contact ISF immediately in the event of an emergency or if Grower deems it necessary to obtain the advice or services of a veterinarian. ISF shall also consult with Grower on matters related to herd health, environmental practices and compliance, and on other matters that Grower should desire to discuss from time to time. ISF will also arrange with Grower to provide training in swine management to Grower or to Grower's personnel, should Grower request such training.

7. Load Out of Hogs from Facilities. ISF shall be responsible for arranging for and shall bear all costs of transporting its hogs from the Facilities. Grower shall not and shall not allow any third party to remove ISF's hogs from the Facilities without the prior written consent of ISF. Grower shall provide all equipment and personnel necessary to load out ISF's hogs at the Facilities. If for any reason Grower does not provide the necessary personnel and equipment to load out ISF's hogs at the Facilities, ISF shall charge Grower \$.53 per hog loaded out for performing such services and may offset such charges against any amounts due and owing Grower under the terms of this Agreement. Grower shall acknowledge the number of ISF hogs loaded out at the time of load out.

8. Payments to Grower. ISF will pay Grower an annual base contract finishing fee ("Base Payment") for growing and finishing ISF's hogs equal to \$_____ per Pig Space in the Unit(s). Such Base Payment shall be payable in monthly installments on the first day of every month for the following month. The Base Payment for any Pig Space shall not begin to accrue until such time as the Pig Space is initially filled by ISF. In addition to the Base Payment, Grower may earn (or be charged) a fee depending on the performance of Grower in raising ISF's hogs (the "Performance Payment"). The Performance Payment shall be based on the schedules and formulas set forth on Exhibit "B" hereto and incorporated herein by this reference. Such Performance Payments, if any, shall be paid to Grower or charged to Grower based upon the actual number of ISF hogs delivered to market from each Unit and shall be payable within fourteen (14) days after the receipt by ISF of the closeout data on the hogs from such Unit from the processor or packer. GROWER UNDERSTANDS AND AGREES THAT NEITHER ISF OR ITS EMPLOYEES OR AGENTS WARRANT ANY SPECIFIC LEVEL OF PERFORMANCE WITH RESPECT TO ISF'S HOGS GROWN AND FINISHED BY GROWER.

9. Term. The term of this Agreement shall be _____ () years from the date Grower makes the first Unit available to ISF to be filled with ISF's hogs. Either party may terminate this Agreement upon ten (10) days' prior written notice for a failure of the other party to comply with a material term hereof and the breaching party's failure to cure such breach within ninety (90) days after receiving such notice; provided, however, that once hogs are delivered by ISF to Grower, the Agreement cannot be terminated by ISF or Grower until such hogs are marketed by ISF.

10. Ownership of ISF's Hogs/Liens. Grower understands and agrees that all hogs delivered to the Facilities are the property of ISF and the hogs and all increase thereof, if any, shall be and at all times remain the property of ISF. Grower shall have no ownership interest of any kind in any of the hogs at the Facilities. Grower agrees to shall execute any UCC financing statement or other document ISF deems

ISF INITIALS: _____

GROWER INITIALS: _____

REVDATE 053095